SUBURBAN REALTY V PERKOWSKY
ADVERSARY PROCEEDING 15-1913-CMG

MEDIATION SETTLEMENT AGREEMENT

This case was mediated on August 17, 2016. The parties agree as follows:

1. Defendant shall pay or cause to be paid to the Plaintiff the sum necessary to bring Plaintiff's recovery in case 15-16734 (the"Case") to a total of $100,000.00 after application of all dividends paid by Peggy Stalford, Chapter 7 Trustee (the "Trustee") on account of Plaintiff's claim filed in the Case (the "Settlement Amount.") *By way of example only, in the event the trustee's distribution(s) to Plaintiff on account of its claim total $82,500.00, the Settlement Amount would be $17,500.00. In the event the distribution(s) to Plaintiff on account of its claim total $99,999.00, the Settlement Amount would be $1.00. In the event the distribution(s) to Plaintiff on account of its claim are or exceed $100,000.00, the Settlement Amount would be $0.00.*

2. The Settlement Amount shall be paid and received in full and final settlement of all claims arising out of the transactions that are the subject of the above-referenced Adversary Proceeding.

3. The Settlement Amount shall be payable within fourteen (14) days following the date on which the Trustee files in the Case, her Final Report after approval of same by the United States Trustee, and shall be made by check made payable to Suburban Realty, L.P. and delivered to the Law Firm of Brian W. Hofmeister, LLC, Attn: Brian W. Hofmeister, Esquire, at his address of 691 State Highway 33, Trenton, NJ 08619.

4. In the event that Defendants breach the terms of this Agreement by failing to make the payment required hereunder within seven (7) days of its due date, Plaintiff shall be entitled to the entry of a Judgment in this Adversary Proceeding against Defendants, jointly, severally and in the alternative, for the sum of $150,000.00, with such sum excepted from the operation of any Discharge to be granted to Defendants in the Case.

5. Upon payment of the Settlement Amount, the Judgment obtained by Plaintiff against Defendants in the Court of Common Pleas, Monroe County, Pennsylvania before the commencement of the Case shall be deemed fully paid and satisfied and shall be satisfied of record by the filing of appropriate Warrants by Plaintiff's

attorney in all applicable jurisdictions within twenty (20) days after payment of the Settlement Amount.

6. The United States Bankruptcy Court shall retain jurisdiction to resolve any disputes that may arise among the parties regarding the interpretation or enforcement of rights hereunder.

7. Except for the rights and obligations of the parties as set forth herein, Plaintiff and Defendants hereby waive, release and discharge each other from any and all claims, rights, actions, causes of action, suits, liabilities, accounts, damages, defenses or demands which any of them has or may have against the other, whether asserted or unasserted.

8. The parties shall bear their own litigation costs and expenses.

Suburban Realty, L.P.

By: ______________________
Anthony Colombo

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Frank D. Perkowsky, Jr

Rebecca E. Perkowsky
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Rebecca E. Perkowsky